

David Smith
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January 10, 2018

Via E-Mail (dan@rockhillconsultinggroup.com; dan@revoholdings.com)

Dan Koetting
Rockhill Consulting Group, LLC
503 B Street, Ste. 2300
San Diego, CA 92101

Re: Engagement of Bradley Arant Boult Cummings LLP

Dear Dan:

Thank you for asking Bradley Arant Boult Cummings LLP ("Bradley") to represent your company (Rockhill Consulting Group, LLC) in connection with the Big Lagoon litigation matter and on an on-going basis. This letter confirms our engagement and describes the basis on which we will provide our legal services. If at any time you have questions or there is some action on our part that will better suit your needs, please let us know. We want you to be fully satisfied with the legal services we provide.

Client. Our client in this matter will be Rockhill Consulting Group, LLC ("you"). In the event you wish us to represent other entities or affiliates, you agree you will identify those entities to us and allow us, at that time, to perform an appropriate conflicts search with regard to those new entities. If, at that time, we determine potential conflicts issues exist with regard to those newly identified entities, we will contact you to discuss the issue further in order to determine whether we can, in fact, represent those entities as well.

Scope of Engagement. The scope of our engagement and duties to you will relate to regulatory, litigation and compliance advice and legal work arising out of your business operations. If we undertake to represent you in other matters without specific terms of engagement, the terms of this letter will apply. As of the date of this letter, we do not have active matters with you but we anticipate you will be referring matters to us.

In the future, when you refer us a new matter (an "additional matter"), we ask that you provide us the names of any individuals or entities who may be involved in such matter, including, without limitation, partners whose interests may be adverse to yours in such additional matter. Upon our receipt of these names, we will perform a conflicts search with regard to those individuals or entities. By signing this letter, you understand and agree that we will not represent

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you in any additional matter unless and until we confirm to you that we have not identified any conflicts of interest that would preclude us from representing you in such additional matter.

What we need from you. Please keep us informed of developments that may affect the work we are doing for you. Also, we expect that you will commit sufficient resources to meet the demands of the matter and be available to attend meetings and necessary legal proceedings. Please provide us all documents and other information necessary for us to perform our work for you. We also ask that you promptly review and pay our invoices. Please ask us any questions you may have about our services or charges.

Advice about Possible Outcomes. During the course of our representation, we may advise you about various courses of action or results that might be obtained. That advice will be based on the information and circumstances known to us at the time. You should not regard our advice as a promise of what may happen in the future or a guarantee of future results.

Fees, Costs and Staffing. Our fees are based on hourly rates that vary depending on the lawyer or legal assistant involved. They are also subject to periodic adjustment. We have agreed to reduce our hourly rate to \$400/hour for partners and \$250/hour for associates for the Big Lagoon matter. Other attorneys and legal assistants may assist on these matters when necessary. When you refer us an additional matter, we will, in our confirmation communication to you, set forth the applicable rates we will charge in such matter.

In addition to our legal fees, we will bill you for costs and expenses we incur on your behalf or in the course of our representation. These may include items such as document reproduction, computer-assisted research, delivery and courier services, filing fees, travel expenses and other costs reasonably incurred. These may also include litigation expenses, including costs associated with depositions and trials, and fees of process servers, court reporters, arbitrators or witnesses. Depending on the nature of the expense, we may ask that certain expenses be billed to you and be paid directly by you.

Estimates. If you request, we will provide you an estimate or range of legal fees or costs. Any such estimate or range will necessarily be based on assumptions about the remaining scope of services and expected level of effort. It will also be based on information and circumstances known to us at the time. Any estimate or range is not binding, is subject to periodic revision and should not be construed as a promise or guarantee your matter can be concluded within the estimate or range of fees or costs.

Invoicing and Payment for our Services. We expect to send our bills to you monthly. Unless you instruct otherwise, your billing address will be the same address used to send you this letter. If an insurer, indemnitor or other third party agrees to receive, review or pay our bills, we should address in advance the legal and ethical ramifications of such an arrangement. Our bills are due upon receipt. If we are not promptly paid, we reserve the right to suspend further service to you until such time as we reach a resolution regarding payment.

Discovery and Data Management Services. For e-discovery and other purposes, Bradley offers data hosting and management services. The scope of this engagement does not include these services, unless we agree otherwise in a separate agreement. If you want these services, that

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agreement will address the parameters and costs of such services, whether provided by professionals in our offices or by outside vendors whose work we supervise.

Digital Tools. We may find it useful to use or create digital tools in this representation. For example, we may allow you access to our computer system via an extranet or create databases for use in this matter. The use of certain of these tools may require you to sign additional documents to confirm responsibility for password protection and to address other appropriate concerns. We will not be required to maintain these tools beyond the termination of this engagement absent a written agreement to the contrary.

Conflicts of Interest. We have evaluated this engagement for conflicts of interest on the basis that we represent only you in this matter. We are not presently aware of any conflicts. As you know, we will also be representing Redondo Management, LLC in the Big Lagoon matter. Because your interests and those of Redondo Management, LLC are aligned in the Big Lagoon matter, we do not believe representing both entities constitutes a conflict. In the event the interests of the two entities diverge in the Big Lagoon matter, we will address the matter with you at the time, consistent with our ethical obligations.

As we have discussed, Bradley is a large law firm that represents many other companies and individuals in a variety of matters. It is possible that during the time we are representing you, some of our present or future clients may have transactions or disputes with you. You have agreed that Bradley may continue to represent or may undertake in the future to represent other clients in any matter not substantially related to our work for you, even if the interests of such clients in those other matters are directly adverse to you or a related entity, and even if such representations would be simultaneous. We agree, however, that your prospective consent to conflicting representations will not apply in an instance where, as the result of our representation of you, we have obtained sensitive, proprietary or other confidential or non-public information that, if known to any such other client of ours, could be used in any such other matter by such other client to your material disadvantage, and if screening procedures and similar measures would be insufficient to protect and maintain the confidentiality of that information. Please know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent you. For instance, you agree that we may represent borrowers in commercial lending or other business transactions with you or your affiliates, and we may represent such clients in any disputes which may arise as a result of such transactions.

Termination of Engagement. You may terminate our engagement at any time by written notice. Likewise, Bradley may also terminate this engagement at any time by written notice, subject to applicable rules of professional conduct. In the event we terminate our representation, we will take such steps as are reasonably practicable to protect your interests in the above matter, and you agree to take all steps necessary to free us of any obligation to perform further. You will be responsible for our fees and expenses for our entire engagement, through and including any termination.

Conclusion of Representation; Retention and Disposition of Documents. Unless previously terminated, our representation will conclude when we complete the specific services you have retained us to perform. At your request, we will return your papers and property to you upon our receipt of final payment. We will retain our own files pertaining to the matter, including,

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for example, firm administrative records, internal lawyers' work product such as drafts, notes, internal memoranda and legal and factual research.

Please retain all documents that we send you in accordance with your own records retention practices. All documents we retain will be transferred to the person responsible for administering our records retention program at the end of our representation. Unless we agree otherwise, documents and other materials we retain may be destroyed or disposed of within a reasonable time after termination or conclusion of this engagement.

Post-Engagement Matters. You are engaging Bradley to provide legal services in connection with the matters outlined above. After the matter concludes, we may inform you from time to time of developments and changes in the law that might interest you, by newsletter or otherwise. These communications, however, do not create a new attorney-client relationship.

After this matter is concluded, changes in law or circumstances may occur that could impact your future rights and liabilities. Unless you specifically engage us to provide advice on matters arising in the future, we have no continuing obligation to advise you with respect to future developments.

The State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled Attorney Complaint Information is available at our office and is likewise available upon request. A client that has any questions about the State Bar's disciplinary process should call the Office of the Chief Disciplinary Counsel of the State Bar of Texas toll-free at 877-953-5535.

Please sign a copy of this letter and return it to me. Our performance of services with your knowledge will be deemed your consent to the terms of the letter unless we hear from you to the contrary. We look forward to working with you on this matter.

BRADLEY ARANT BOULT CUMMINGS LLP

By:  _____

David Smith, for Bradley

ACCEPTED:

Rockhill Consulting Group, LLC

By: _____

Printed Name: Dan Koetting

Title: President of Rockhill Consulting Group, LLC